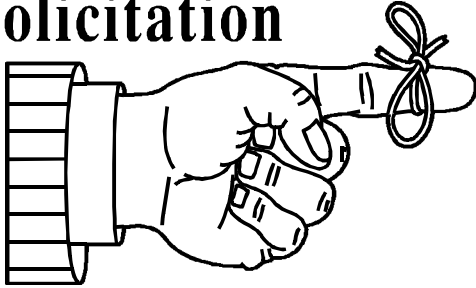


# Notice Concerning Solicitation



OF-17 (OCT. 83) FAR (48 CFR 53.214(g))

**IMPORTANT — NOTICE TO BIDDER**

On the envelope submitting your bid, it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

5017-103

INVITATION NO.	
DATE OF OPENING	
TIME OF OPENING	A.M. P.M.
BID FOR	

**SOLICITATION: GS-10P-99-LSD-0063**  
**SERVICE: ARMED GUARD SERVICES**

**LOCATION: VARIOUS LOCATIONS, ALASKA**

**PERIOD OF PERFORMANCE: AUGUST 1, 1999 THROUGH JULY 31, 2000 WITH FOUR ONE YEAR OPTIONS**

**SOLICITATION ISSUE DATE: JUNE 7, 1999**  
**PROPOSAL DUE DATE/TIME: JUNE 25, 1999, 4:PM.**

**THIS PROCUREMENT IS A TOTAL SMALL BUSINESS SET-ASIDE**  
**NOTE: ANY QUESTIONS REGARDING THIS SOLICITATION MAY BE DIRECTED TO:**

GENERAL SERVICES ADMINISTRATION  
Facility Operations (Procurement), 10PMM  
400 - 15TH STREET S.W.  
AUBURN, WA 98001-6599  
ATTENTION: EILEEN PEREZ  
(253) 931-7467

GSAR 515.406-1: UNIFORM CONTRACT ACT

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

GSA's hours of operation are 8:00 am to 4:30 pm. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

This solicitation and any documents related to this procurement will be available on the Internet. All contractors downloading the solicitation shall notify this office in writing (either by electronic mail or facsimile) in order to be placed on the plan holders' list. Contractors are responsible for downloading their own copy of the solicitation and amendments, if any. These documents will be in .doc format and will reside on a World Wide Web (WWW) server, which may be accessed using a WWW browser application. The WWW address of the General Services Administration page is <http://eps.arnet.gov>. It is the contractor's responsibility to monitor this site for the release of the solicitation and amendments, if any. Contractors may register for electronic notification of postings to the site.

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, &amp; 30</i>				1. REQUISITION NUMBER		PAGE 1 OF		
2. CONTRACT NO. Upon execution number will appear on Page 1		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER GS-10P-99-LSD-0063		
7. <b>FOR SOLICITATION INFORMATION CALL →</b>		a. NAME <b>EILEEN PEREZ</b>			b. TELEPHONE NUMBER ( <i>No collect calls</i> ) <b>(253) 931-7467</b>		6. SOLICITATION ISSUE DATE 06/07/99	
9. ISSUED BY  <b>General Services Administration Facility Operations (Procurement) 400 15<sup>th</sup> Street SW (10PMM) Auburn, WA 98001-6599</b>				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8 (A)  SIC 3537, 3751, AND 3799 <b>7381</b>  SIZE STANDARD 500 EMPLOYEES <b>9.0 Mil</b>		11. DOMESTIC DELIVERY: FOB DESTINATION  INTERNATIONAL DELIVERY: FOB DESTINATION  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO  <b>Various Locations State of Alaska</b>				16. ADMINISTERED BY  <b>Same as block 9</b>				
17a. CONTRACTOR/ OFFEROR NAME AND ADDRESS		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  <b>GSA, Finance Division, 7BCPL P.O. Box 17181 Ft. Worth, TX 76102</b>				
TELEPHONE NO.		FAX NO.		DUNS				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
				23. UNIT PRICE		24. AMOUNT		
<b>Furnish labor, supplies, materials, equipment &amp; supervision Necessary to provide Armed Guard Services in accordance with The attached terms and conditions.</b> (Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT ( <i>For Govt. Use Only</i> )		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET <input checked="" type="checkbox"/> FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) <input checked="" type="checkbox"/> INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: .				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER ( <i>TYPE OR PRINT</i> )		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER ( <i>TYPE OR PRINT</i> )		31c. DATE SIGNED		
				<b>PATRICIA A. TACKETT</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT. EXCEPT AS NOTED				33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER		
						39. S/R VOUCHER NUMBER		
				42a. RECEIVED BY ( <i>Print</i> )		40. PAID BY		
				42b. RECEIVED AT ( <i>Location</i> )				
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

## PERFORMANCE BASED SERVICE CONTRACT

This solicitation contains a work statement for a performance based service contract. This means that the Government has described WHAT is to be accomplished, not HOW to accomplish it, and states a basis for determining whether finished work meets the Government quality requirements. It does not state detailed procedures for accomplishing the work unless there are safety, security or communication requirements.

It is the responsibility of the contractor to ensure that they build into their bid/proposal price the necessary hours that it will take to meet the performance standards specified.

The contractor will be required to maintain a quality control program to ensure that the requirements of this contract are met. This program shall be created for identifying and correcting deficiencies in the quality of services before the performance becomes unacceptable.

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### ADDENDUM TO STANDARD FORM 1449

#### **BLOCK 18b. REMITTANCE ADDRESS**

When the contractor wishes payments to be mailed to an address other than that shown on the Standard Form 1449, Solicitation/Contract/Order or Commercial Items, insert the proper remittance address in the space provided below:

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BLOCK 19, 20, 21, 22, 23, 24: SCHEDULE OF SUPPLIES AND SERVICES – Please indicate your proposed pricing on the lines below. Description of services are outlined on the following pages.

#### NOTE TO OFFERORS:

-IN YOUR BASE OFFER DO NOT INCLUDE ANY ALLOWANCE FOR ANY CONTINGENCY TO COVER INCREASED COSTS FOR WHICH ADJUSTMENTS ARE PROVIDED FOR UNDER THE FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIYEAR AND OPTION CONTRACTS (MAY 1989), CLAUSE 52.222-43. AN UPDATED DEPARTMENT OF LABOR WAGE DETERMINATION WILL BE INCORPORATED INTO THE CONTRACT ANNUALLY AT THE ANNIVERSARY OF THE PERFORMANCE START DATE.

-OFFERORS SHALL PRICE THE OPTION REQUIREMENTS FOR THE FOUR (4) ADDITIONAL TWELVE-MONTH PERIODS BY ASSUMING THE MINIMUM HOURLY WAGES AND FRINGE BENEFITS ESTABLISHED BY THE ADMINISTRATOR, WAGE AND HOUR DIVISION, U. S. DEPARTMENT OF LABOR, FOR THE INITIAL TWELVE-MONTH PERIOD OF PERFORMANCE WILL APPLY TO THE FOUR (4) ADDITIONAL TWELVE-MONTH OPTION PERIODS.

-YOU MUST QUOTE AN HOURLY RATE FOR THE INITIAL 12-MONTH PERIOD AS WELL AS FOR THE OPTION PERIODS IN ORDER TO BE CONSIDERED FOR AWARD.

-A SINGLE AWARD WILL BE MADE. THEREFORE, OFFERORS MUST PROPOSE ON ALL LINE ITEMS TO BE CONSIDERED FOR AWARD.

A. BASE YEAR BID FOR ARMED GUARD SERVICES (8/1/99 – 7/31/2000):

**ESTIMATED QUANTITIES ARE LISTED FOR EVALUATION PURPOSES ONLY!!**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	REGULAR ARMED RATE	36,650 hrs	\$_____ p/h	\$_____
2.	SUPERVISORY RATE	2008 hrs	\$_____ p/h	\$_____

B. OPTION LOT I (8/1/2000 – 7/31/2001):

**ESTIMATED QUANTITIES ARE LISTED FOR EVALUATION PURPOSES ONLY!!**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	REGULAR ARMED RATE	36,650 hrs	\$_____ p/h	\$_____
2.	SUPERVISORY RATE	2008 hrs	\$_____ p/h	\$_____

C. OPTION LOT II (8/1/2001 – 7/31/2002):

**ESTIMATED QUANTITIES ARE LISTED FOR EVALUATION PURPOSES ONLY!!**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	REGULAR ARMED RATE	36,650 hrs	\$_____ p/h	\$_____
2.	SUPERVISORY RATE	2008 hrs	\$_____ p/h	\$_____

D. OPTION LOT III (8/1/2002 – 7/31/2003):

**ESTIMATED QUANTITIES ARE LISTED FOR EVALUATION PURPOSES ONLY!!**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	REGULAR ARMED RATE	36,650 hrs	\$_____ p/h	\$_____
2.	SUPERVISORY RATE	2008 hrs	\$_____ p/h	\$_____

E. OPTION LOT IV (8/1/2003 – 7/31/2004):

**ESTIMATED QUANTITIES ARE LISTED FOR EVALUATION PURPOSES ONLY!!**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	REGULAR ARMED RATE	36,650 hrs	\$_____ p/h	\$_____
2.	SUPERVISORY RATE	2008 hrs	\$_____ p/h	\$_____

## INFORMATION FOR PRICE ADJUSTMENTS

**(Please note that clause 52.222-43 only applies to non-supervisory categories of employees.)**

When computing your bid, what were the rates used for payroll taxes for:

- a. Social Security Rate (FICA) \_\_\_\_\_
- b. Unemployment Rate (SUTA) \_\_\_\_\_
- c. Workmen's Compensation \_\_\_\_\_
- d. Other (please identify) \_\_\_\_\_

In your monthly bid price, what was the PERCENTAGE of direct labor (productive time including fringe benefits and payroll taxes)? \_\_\_\_\_%

## **PART II - PROVISIONS/CLAUSES**

**COMMERCIAL ITEMS CONTRACT CLAUSES INDEX**  
(updated 5/99)  
(CLAUSES INCORPORATED BY REFERENCE)

**PROVISIONS/CLAUSES**

**52.252-1 & 2 Solicitation Provisions and Contract Clauses Incorporated by Reference (Feb 1998)**

This solicitation/contract incorporates one or more solicitation provisions or contract clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at this/these address(es):

WWW.ARNET.GOV/FAR

<u>CLAUSE</u> <u>NO.</u>	<u>48 CFR</u> <u>REFERENCE</u>	<u>APPLICABLE CLAUSE TITLE</u>
1	52.204-6	Contractor Identification Number-Data Universal Numbering System (DUNS) Number (4/98)

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (May 1999)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--



- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS.**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

  x   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate on its offer.)

       (4) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

       (ii) Alternate I to 52.219-5.

       (iii) Alternate II to 52.219-5.

  x   (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

       (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I of 52.219-23.

\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

\_\_x\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).

\_\_x\_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_x\_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

\_\_x\_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_ (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

\_\_\_ (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

\_\_\_ (18) [Reserved]

\_\_\_ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).

\_\_\_ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

\_\_\_ (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

\_\_\_ (ii) Alternate I of 52.225-21.

\_\_\_ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_\_x\_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

\_\_x\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_x\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

#### **552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (MAR 1998)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

☒ 552.203-70 Restriction on Advertising

\_\_\_ 552.211-73 Marking

\_\_\_ 552.215-70 Examination of Records by GSA

\_\_\_ 552.215-72 Price Adjustment—Failure to Provide Accurate Information

\_\_\_ 552.219-71 Allocation of Orders—Partially Set-Aside Items

☒ 552.228-75 Workmen's Compensation

<input type="checkbox"/> 552.229-70	Federal, State and Local Taxes
<input type="checkbox"/> 552.232-8	Discounts for Prompt Payment
<input checked="" type="checkbox"/> 552.232-23	Assignment of Claims
<input type="checkbox"/> 552.232-70	Invoice Payments
<input checked="" type="checkbox"/> 552.232-77	Availability of Funds
<input checked="" type="checkbox"/> 552.232-78	Adjusting Payments
<input checked="" type="checkbox"/> 552.232-79	Final Payment
<input checked="" type="checkbox"/> 552.237-70	Qualifications of Offerors
<input checked="" type="checkbox"/> 552.237-71	Qualifications of Employees

#### **ADDENDUM TO FAR 52.212-4, 52.212-5 & 552.212-71**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The date of the clause in the regulation that is applicable at the time the solicitation is issued applies unless otherwise stated. The following provisions and clauses are incorporated by reference:

52.237-1	Site Visit
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-3	Continuity of Services
52.228-5	Insurance - Work on a Government Installation
52.217-2	Cancellation Under Multi-year Contracts

#### **THE FOLLOWING ADDENDUM CLAUSES/PROVISIONS ARE INCORPORATED IN FULL:**

- **TYPE OF CONTRACT:** The Government contemplates award of a fixed-price contract resulting from this solicitation.

- **PAYMENT OF POSTAGE, FEES AND MARKING:** All postage and fees related to submitting information forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative (COR) shall be paid by the contractor. All information submitted to the Contracting Officer or the COR shall clearly indicate the Contract Number of the contract for which the information is being submitted.

- **THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

(a). **CONTRACTING OFFICER:** The Contracting Officer has the overall responsibility for the administration of this contract. He alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, he may delegate certain other responsibilities to his authorized representatives.

(b). **CONTRACTING OFFICER'S REPRESENTATIVE**

Jerry Cape  
GSA, Federal Protective Services (10PM4)  
222 West 7<sup>th</sup> Avenue  
Anchorage, AK 99513  
(907)271-6648

The individual shown above is designated as the Contracting Officer's Representative to assist him in the discharge of his responsibilities when he is unable to be directly in touch with the contract work. The responsibilities of the Contracting Officer's Representative include, but are not limited to: determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work.

(c). ORDERING OFFICIAL. An official designated by the Contracting Officer to place individual orders under this contract. Designation of Ordering Officials will be accomplished after contract award and are not limited in total number. A list of authorized Ordering Officials will be provided to the contractor.

(d). CONTRACT INSPECTORS. Contract inspectors are subordinates of the Contracting Officer's Representative and are responsible for the day-to-day inspection and monitoring of the contractor's work. The responsibilities of the contract inspector include, but are not limited to inspecting the work to ensure compliance with the contract requirements; documenting through written inspection reports the results of all inspection conducted; following through to assure that all defects or omissions are corrected; recommending deductions from contract payment for nonperformance or unsatisfactory performance; conferring with representatives of the Contractor regarding any problems encountered in the performance of the work and generally assisting the Contracting Officer's Representative in carrying out his/her responsibilities.

- **OCCUPANT COMPLAINT PROGRAM:** The Government will institute a customer complaint program as a means of assisting in documenting certain kinds of service problems. This occupant complaint program will be considered in evaluating a contractor's performance.

- **PAYMENT.** The Government shall pay the contractor, without submission of invoices or vouchers, 20 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

- (a) The amount due on the deliveries warrants it; or
- (b) The contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

NOTE: When processing payment, GSA's Finance Office will automatically generate the 12-digit invoice number using the ACT Number assigned the contract followed by an abbreviated month and year of service (e.g. 84261554JUN5, for June 1995). The ACT number should be contained on the contract award document. This procedure applies whether payment is made by paper check or automated clearinghouse (ACH) payments.

The preferred method of payment for the Government is the International Merchant Purchase Authorization Card (I.M.P.A.C.) VISA Credit Card system. Every effort should be made to encourage the contractor to set up a credit card payment system. If processing payment via the IMPAC VISA Credit Card System, contractors are reminded that they must not process the VISA charge until completion of the work.

If the contractor is unable to provide credit card payments, the following procedure should be used:

For orders under \$2,500 and where the contractor does not accept VISA, payment may be processed using IMPAC checks, if available in the Customer Service Center who processes payments.

Under \$2,500 certified invoice procedure may be used if VISA methods are not acceptable. For certified invoice, ensure that the invoice is submitted to the Contracting Officer's Representative, reference the contract number, ACT number, name of building where such services were provided, the dates and number of hours for each rate. Also indicate the name of the GSA representative who authorized the additional work.

For orders exceeding \$2,500, a GSA Form 300 will establish the maximum number of hours for which the contractor will be compensated. Orders of \$2,500 or less may be processed using certified invoice procedures.

- **DELIVERABLES AND TIMES.** The contractor will be sent delivery orders made out on purchase orders GSA 300, Order for Supplies Services. Service will be required by date specified in block 18 of the order.

- a. Limit of Delivery Orders: No Delivery Order may be placed in effect after the term of this contract has expired, including extensions thereof, except to amend Delivery Orders that may still be in progress.

- **QUANTITIES AND CONDITIONS OF WORK**

- a. No Guarantee of Estimated Quantity of Work: Except as provided herein, the contractor is obligated to deliver hereunder services that are ordered from time to time through individual Delivery Orders. Any services specified herein, or in any related Delivery Order of this contract, are to be considered estimated quantities only for the purpose of describing the general nature of work contemplated. No guarantee is provided or implied by the Government in any way that said services will, in fact, be ordered, except as stipulated below.

- b. Guaranteed Minimum: The Government shall order at least 3084 hours in services during each year of this contract.

- c. Maximum Total Contract Amount: The maximum number of hours is 50,000 hours in services during each year of this contract.

- d. Work by Others: The Government reserves the right to undertake by another contract, by Government employees, or by other means, the same type or similar work as contracted for herein and to do so shall not be a violation of the terms of this contract, nor be considered as a termination in whole or in part of work contracted for hereunder.

- **AMENDMENTS AND CHANGES:** Delivery Orders may be adjusted by the Contracting Officer (CO) by issuing written modifications. The modification shall be as negotiated and agreed with the Contractor. Changes to terms and conditions of the basic contract shall be made in accordance with the Changes Clause of General Provisions. Contract changes shall be made by the CO on an executed Standard Form 30.

- **EXECUTION:** All Delivery Orders must be properly executed and signed by the Government prior to commencement of the work being provided.

- **ORDERING**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through one year thereafter including options if exercised.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

NOTE: Work may be ordered and paid through certified invoice procedures, if the order is less than \$2,500.00.

- **DELIVERY ORDER LIMITATIONS**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 hour per order, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under this contract.

- (b) Maximum order. The Contractor is not obligated to honor the total of any order, that in itself, or in any combination of other orders issued, which exceeds the contract maximum amount of 50,000 hours.

- **INDEFINITE QUANTITY**

a. This is an indefinite quantity contract for the supplies for services specified, and effective for the period stated in the schedule. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the schedule up to including the quantity designated in the schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum".

c. Except for any limitations on quantities in the **Order Limitations** clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the orders were completed during the contract's effective period, provided, that the contractor shall not be required to make any deliveries under this contract after 20 days after the expiration of this contract.

NOTE: THE ABOVE CLAUSES REFLECT DELIVERIES AND AUTHORITY TO PLACE ORDERS THROUGH THE INITIAL YEAR OF THE CONTRACT. IN THE EVENT THAT THE GOVERNMENT EXERCISES ITS RIGHT TO RENEW SERVICE, THE ABOVE CLAUSES MAY BE MODIFIED TO REFLECT THE DATES WHICH CORRESPOND TO THE EXTENDED PERIOD (I.E, OPTION I, OPTION II, ETC.). THE ABOVE FIGURES WILL REMAIN THE SAME FOR OPTION YEAR PERIODS IF NO MODIFICATION IS MADE.

- **NON-SUBMISSION OF REQUIRED SUBMITTALS:** If the contractor fails to submit acceptable schedules and other submittals as required by this contract, by the contract performance date, or by any extension approved by the Contracting Officer or his approved representative, all payments will be withheld until the items are received and approved by the Government.

- **SUSPENSION OF WORK.** In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., payment will be made to the contractor only for those hours actually worked at the direction of the Contracting Officer or Contracting Officer's Representative. No other compensation will be made.

- **INSURANCE REQUIREMENTS.** Evidence of insurance is to be provided to the address below before notice to proceed on contract can be issued:

General Services Administration  
Facility Operations (Procurement), 10PMM  
400 15th Street SW  
Auburn, WA 98001-6599

**A. Worker's Compensation and Employer's Liability:**

(1) The Contractor is required to comply with applicable Federal and State Worker's compensation and occupational disease statutes; however, notwithstanding the permissibility of deductibles under those statutes, occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 each accident shall be required except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) Even though the laws of a State might allow a contractor to be a non-subscriber to worker's compensation, the contractor is required to carry and maintain worker's compensation insurance (without any



deductibles) and employer's liability insurance. If occupational diseases are not covered under the worker's compensation policy, it shall be covered under the employer's liability section of the insurance policy.

Employer's liability insurance coverage shall be as specified in paragraph A above.

**B. General Liability Insurance:**

General Liability insurance coverage written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury, \$50,000 per occurrence for property damage.

## **PART III - CONTRACT DOCUMENTS and EXHIBITS**

## **GENERAL CONTRACT REQUIREMENTS**

### **1. DESCRIPTION/SPECIFICATION/GUARD SERVICES**

**SCOPE OF WORK.** The Contractor shall provide management, supervision, manpower, equipment and supplies except those specified herein as Government-furnished property, as necessary to provide armed guard services as described herein for the boroughs in the State of Alaska.

### **2. CONTRACTOR START-UP REVIEW.**

a. Immediately after award of the contract and prior to performance, the Contracting Officer shall notify the Contractor's Representative and the Contracting Officer's Representative (COR) to make an in-depth review of the total job requirements.

b. The Contractor's representative shall meet with the Governments' representative bi-weekly during the first six months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer's Representative, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The Contractor's representative and the Government's representative shall sign the written minutes of these meetings, prepared by the Government. Should the contractor not concur with the minutes, the contractor shall state, in writing to the Contracting Officer any areas of disagreement within 5 days after receipt of meeting minutes.

**3. CONTRACT EFFORT REQUIRED.** Only Class II Guards may be utilized to perform services for this contract. Class I Guards require minimal training whereas Class II Guards require specialized training in methods and techniques of protecting security areas. Class II Guards are trained to enforce regulations designed to prevent breaches of security; exercise judgment and use discretion in dealing with whether first response should be to intervene directly (asking for assistance when deemed necessary and time allows); to keep situation under surveillance; or to report situation so that it can be handled by appropriate authority.

#### **a. Productive Hours.**

(1) Productive hours required will be specified on each individual task order issued.

(2) The Government has the unilateral right to order services in excess of the man-hours stated in each task/delivery order issued, as long as the increase is within the scope of the contract, and the Contractor will be obligated to provide services at the specified rate shown in the Schedule.

b. Reserve Productive Personnel. The contractor will be required to maintain a reserve force of sufficient size to cover an increase of ten (10) percent to the basic services required. The Contractor shall maintain this reserve at ten (10) percent level.

It is not GSA's intent to have the Contractor employ these reserve personnel as full-time employees, but to have them available on an as-needed basis, or may be utilized to replace guards on scheduled or non-scheduled breaks, sick leave or vacation, respond to emergency service or similar situations.

**c. Increase or Decrease in Basic Services after Award.** By signing its offer, the offeror agrees to provide additional services and/or emergency services for the same prices offered for basic services if additional service ordered by the Contracting Officer pursuant to the Changes-Fixed Price clause of this contract. Similarly, the offeror agrees to maintain the same prices for service if the Government reduces the amount of service required for basic services. This pricing agreement is limited to changes that are within the general scope of this contract.

**d. Emergency Services.** In case of an emergency condition requiring immediate attention, the on-site supervisor or the shift supervisor shall take action as specified in the Officer's Duty Book to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The diversion may be for the duration of the emergency or longer as

directed by the COR. Immediately notify the designated Government official or agency, as applicable, of action taken. No additional cost shall be charged the Government for the diversion, and the Contractor will not be held accountable for the normal daily work that was not done and which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book.

Orders for additional services and/or emergency service may be placed orally when the amount of the order totals \$2,500 or less. All orders, which exceed \$2,500, must be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish (using government standards) the maximum number of hours for which the Contractor will be compensated. Orders of \$2,500 or less may be processed using the certified invoice procedure.

Individual orders for additional services and/or emergency services involving more than 40 productive hours will only be issued with the consent of the Contractor. The total number of hours of emergency service ordered during any twelve month period shall not exceed 2,000 hours.

e. Overtime. No overtime is allowed unless the Contracting Officer or Contracting Officer's Representative provides prior authorization.

**4. LIMITATION ON PRODUCTIVE HOURS TO BE PROVIDED BY INDIVIDUAL EMPLOYEES.** No employee of the Contractor shall provide more than ten (10) hours of service on this contract. This limitation may be waived by the Contracting Officer's Representative in emergency situations that are beyond the control of the Contractor; i.e., weather conditions prevent the next shift from getting to the building, civil disturbances, bombings, etc. A waiver must be obtained for each occurrence. **[NOTE: THIS CONTRACT DOES NOT AUTHORIZE ANY OVERTIME WITHOUT THE GOVERNMENT'S PRIOR APPROVAL THE STATE OF ALASKA DEPARTMENT OF LABOR REQUIRES AN EMPLOYEE/EMPLOYER AGREEMENT TO WORK OVER EIGHT (8) HOURS A DAY WITHOUT OVERTIME COMEPENSATION. CONTRACTORS SHALL CONTACT THE STATE DEPARTMENT OF LABOR FOR MORE INFORMATION. SEE ALSO PARAGRAPH 13-SPECIAL REQUIREMENTS IN THIS SECTION]**

## **5. SERVICES REQUIRED.**

### **a. General.**

The Contractor shall provide certified and licensed employees as required by the specific locality for carrying firearms and other defensive equipment at all times to perform the services as prescribed by (1) the contract, (2) Guard Post Assignment Record (GSA Form 2580), and (3) Officer's Duty Book. In the event of an inconsistency the contract takes precedence over other documents.

The Contractor shall assure that employees possess the necessary permits, authority, and licenses; are properly uniformed; and are properly trained, and maintain a state of proper training, to perform all duties as specified in accordance with the contract, and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned.

### **b. Guard Post Assignment Record (GSA Form 2580).**

The contractor shall perform the duties outlined on GSA Form 2580, which will be prepared for each post on all applicable shifts. These forms define the basic work to be performed at each post including the exact hours of duty. Except for emergencies, no deviations shall be made. All GSA Forms 2580 are prepared by the Contracting Officer's Representative or his Designated Representative. If authorized by the Contracting Officer, the Contracting Officer's Representative may modify, amend, and/or revise Guard Post Assignment Records to change shift start and stop times and post locations provided the change has no impact on the Contractor's cost. Such changes shall not require modification (amendment) to the basic contract. Changes which increase or decrease the total number of man hours specified, increase or decrease the amount of equipment, supplies, etc., or otherwise affect the Contractor's costs must be made by the Contracting Officer through a written modification to the contract

### **c. Typical Duties.** Post assignments may include but are not limited to the following:

(1) Law and Order. Maintain law and order and building rules and regulations within the areas of assignment. This is to be accomplished by the following:

(a) Observe building occupants and visitors for compliance with posted rules and regulations. Take immediate corrective action for violations, detain suspects for violations until Federal or local police assistance arrives, and initiate or assist in preliminary investigations and reporting procedures,

(b) Operate and enforce a system of personal identification. Perform package inspection using x-ray, magnetometer or other equipment when directed to do so by the Guard Post Assignment Record (GSA Form 2580) or by the COR or his designee in the event of an emergency. Act as the primary contract for enforcement and reporting.

(c) Make patrols in accordance with routes and schedules established in the Post Assignment Record (GSA Form 2580) and immediately correct, secure or arrange to correct security violations and initiate all necessary reports.

(d) Direct traffic (vehicle and pedestrian), control parking, issue traffic courtesy violation notices, etc., as prescribed by the Guard Post Assignment Record. In certain areas as authorized by the COR issue violation notices, GSA Form 2637.

(e) Discover and detain persons attempting to gain unauthorized access to the property through independent aggressive patrol or through operation of security systems.

( 2) Lost and Found. In accordance with procedures in the Officer's Duty Book, receive, receipt for, and store found articles pending disposition. Initiate the chain of custody procedure preparing all necessary documentation culminating in delivery to the property custodian item of various values.

( 3) Injury or Illness. Obtain professional assistance in accordance with procedures in the Officer's Duty Book in the event of injury or illness to Government employees or others while in the building or on the grounds.

(4) Additional Duties. Turn off unnecessary lights, check safes, lock type repositories, and cabinets, close windows, close and secure doors and gates and unlock and open doors as needed. Enforce energy conservation instructions and other related duties as assigned by the COR.

(5) Reports and Records. Prepare required reports on accidents, fires, bomb threats, unusual incidents, and unlawful acts and provide these reports to those officials specified by the Contracting Officer's Representative. Initiate independently, preliminary investigation reports, and testify in various judicial proceedings on behalf of the Government.

(6) Emergencies. In case of an emergency condition requiring immediate attention, the on-site supervisor or the shift supervisor shall take action as specified in the Officer's Duty Book to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The diversion may be for the duration of the emergency or longer as directed by the COR. Immediately notify the designated Government official or agency, as applicable, of action taken. No additional cost shall be charged the Government for the diversion, and the Contractor will not be held accountable for the normal daily work that was not done and which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book.

#### d. Work Scheduling Procedures.

The criteria for establishing work schedules and the requirements for relief's, relief periods, and for starting and stopping work are contained herein:

(1) Working schedules for productive guards shall be prepared, submitted, and approved by the COR. The work schedules shall be posted in work areas or locker rooms at five-week intervals. (It is the intent of the Government to have individual post(s) in each task/delivery order issued, manned by the same guard on a normal weekly basis, not to exceed a total of 10 hours per day.) Schedules shall be prepared on GSA Form 1874 (Hours of Duty Schedule) or an equivalent substitute approved by the Contracting Officer or his designated representative. Changes to schedules shall be posted in work or locker room areas in sufficient time prior to schedule change to assure that employees affected by a change in duty hours are properly notified.

(2) The removal or changing of guards from assigned post(s) must be approved by the Contracting Officer's Representative.

(3) The duties of some guard posts require that a guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the GSA Form 2580 (Guard Post Assignment Record). Each task/delivery order issued identifies posts which guards are not allowed to leave unless relieved. Backfill personnel can be utilized to relieve at these fixed posts.

(4) All guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty.

## **6. AUTHORITY AND JURISDICTION.**

a. Where required by local law or ordinance, and prior to the commencement of work, the Contractor shall make and complete all arrangements, with the appropriate officials in the City, County, Borough, Parish, or the State in which the buildings are located, to obtain all licenses, permit(s), and certifications necessary for each employee to perform as an armed security guard. Copies of the licenses, permits and certifications described herein shall be furnished to the Contracting Officer's Representative prior to the commencement of work under this contract. All necessary permits shall be carried by each employee on their person while on duty unless local or state law requires the Contractor to maintain the records

b. The contractors personnel shall be certified in "Adult CPR" and "Standard First Aid" by a responsible agency, such as the American Red cross and Heart Association before working on this contract, and must have a valid certification for the life of this contract.

**7. REGULATIONS.** The General Services Administration regulations contain the basic procedures for the operation, maintenance and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed below.

a. Officer's Duty Book. An Officer's Duty Book shall be furnished by the Contracting Officer's Representative and maintained by the Contractor at each post and shall contain only those items of duty instructions pertinent to that specific post. Officer's Duty Books shall not be removed from Government property, reproduced or copied in any manner unless properly authorized, in writing, by the Contracting Officer's Representative.

b. Rules and Regulations Governing Public Buildings and Grounds (FPMR 41 CFR 101-20.3). These rules and regulations are posted in all buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.

c. Public Buildings Service (PBS) Handbook. PBS handbooks contain the basic procedures and forms to be used during the course of the contract and applicable chapters will be supplied by the Contracting Officer's Representative.

## **8. GOVERNMENT FURNISHED PROPERTY.**

a. The following supplies, materials, and equipment will be furnished by the Government:

(1) Electrical and mechanical equipment where installed, such as alarm and surveillance systems, communications equipment, portable radios, closed circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the Contracting Officer's Representative.

(2) Repair and maintenance of equipment in paragraph a (1) above.

(3) One (1) copy of the applicable Chapters of PBS Handbooks or other similar publications which contain the necessary information.

(4) Officer's Duty Book including all inserted information required. The Contracting Officer's Representative will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book

(5) Telephones deemed necessary by the Government for the conduct of official Government business under this contract.

(6) Guard office, locker space, locker and office equipment, excluding office machines (as deemed necessary by the Government).

(7) All administrative forms prescribed for use by contractor employees while on duty may be obtained by contacting the Contracting Officer's Representative.

(8) Permission to visit the site for personnel employed by the Contractor before the start of performance under this contract for the purpose of their understanding and operating all fire alarm systems, security systems, or devices and emergency operating procedures in Section 4 of the Officer's Duty Book.

(9) Building utilities and services will be afforded the Contractor in accordance with established GSA operational procedures. This includes the use of concession facilities, when open, rest rooms, and the use of medical facilities when available for emergency purposes.

## **9. CONTRACTOR FURNISHED PROPERTY.**

a. The Contractor shall furnish and maintain in acceptable condition, at no cost to contract guard employees, all items of uniform and equipment necessary to perform work required by this contract, as discussed in this paragraph.

(1) Firearms and ammunition shall be sufficiently furnished in order to equip each armed officer and supervisor while on duty.

(a) Firearms shall be .38/.357 caliber, 4" barrel (standard police service type revolver capable of firing .38 caliber +P+ semi-auto ammunition as recommended by the manufacturer); or 9mm, or 40 cal. semi-auto. All issued firearms shall be of the same caliber. No other weapon will be acceptable. In the event of a dispute regarding whether firearms meet the requirements, the Contracting Officer will make the final decision.

(b) The Contractor shall provide ammunition for authorized firearms. The contractor shall provide sufficient amount of ammunition and stored on-site to accommodate emergencies, and to be available in the event additional services are ordered. Each armed guard, entering on duty, including the uniformed contract supervisor(s), shall only be issued .38 caliber +P+ or , 9mm, or 40 cal. semi-auto ammunition, and shall be inspected daily to ensure its safe and effective use. Only hollow point ammunition will be used and only factor-load ammunition will be used for service issue or firearms qualifications (reload ammunition may be used for practice purposes). No magnum ammunition will be used. New ammunition shall be issued annually.

(c) No firearms shall be stored on premises unless required by post assignment instructions. If so required, firearms and ammunition shall be stored in a safe or other cabinet, furnished by the Contractor, which complies with Government standards for storage of weapons and approved by the Contracting Officer's Representative. The cabinet shall remain locked at all times other than when weapons and ammunition are being issued or returned. The issuance of weapons and ammunition may be implemented only after the storage cabinets and control forms are available for use on the work sites. The Contractor shall also be responsible for having locks on firearms cabinets changed at least once every six months or more often if warranted.

(d) Loading and unloading of ammunition and the cleaning of the firearms shall take place in designated areas only. All contract guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register, GSA Form 1051, provided by the Contracting Officer's Representative.

(e) The Contractor shall provide a complete listing of firearms serial numbers, to include firearms assignment, to the COR prior to the contract commencement date. This listing shall be kept current through the terms of the contract and posted within the firearms safe/cabinet.

(2) Uniforms. The Contractor's guard force uniforms shall be a color and style in general use by large guard or security organizations and shall be ***readily distinguishable*** from those of local and state law enforcement agencies and from those of Federal Protective Officers. All employees performing under this contract shall wear the same color and style of uniform and maintain a professional and neat appearance during his tour of duty.

(a) Appropriately lettered breast and cap badges, indicating the jurisdiction from which police authority is obtained, shall be worn as part of the uniform (provided such authority is grantable under state and local laws) or the company name by which the guard is employed shall be worn and prominently displayed as part of the uniform. Identification nametag shall be worn over the right breast shirt pocket. No other identification of the Contractor or employee shall be worn or displayed on the uniform.

(b) Each guard shall be issued uniforms that will accommodate adverse weather conditions.

(c) The Contractor shall submit to the Contracting Officer's Representative the type of uniforms and equipment to be worn or utilized by officers. Female members of the guard force shall wear appropriately styled feminine uniforms. The type of uniforms to be used on this contract must be approved by the COR within 10 days after contract award.

(d) Contract employees may carry the Expandable Baton (ASP) or "Oleoresin extract of Capsicum (OC Spray) 5% concentration, provided they receive written qualification and certification issued by a certified training instructor of a state Board on Public Safety Standards & Training organization or its equivalent, prior to performing under the Contract. Such certification must be renewed annually. The issuance of the ASP and OC Spray is OPTIONAL and may be provided to the contract guards at no additional cost to the Government.

## 10. QUALIFICATIONS OF PERSONNEL.

### a. General Requirements:

(1) Guards must be a citizen of the United States of American

(2) Guards must be 21 years of age or older. While there is no limit as to the maximum age of a guard, he/she must be able to withstand the physical demands of the job and be capable of responding to emergency situations. (Age requirements may be waived by the Contracting Officer for veterans of military service and for active duty military personnel).

(3) Guards must be a high school graduate or have a GED equivalency.

(4) Guards must be able to speak fluently, read, and write the English language under stress.

(5) All individuals utilized under the contract guard program shall have 80 hours of certified training in security or law enforcement related topics. Topics should include but are not limited to;

<u>Training Topics</u>	<u>Minimum Hours</u>
-Bomb threats, evacuations & other disaster responses (Hazmat)	10
-Report writing, notes	4
-Telephone and radio communication procedures	2
-Response to disturbances & crimes in progress	2
-Safety and fire prevention	1
-Traffic control and direction	2
-Arrest procedures and the law	6
-Narcotics and dangerous/illegal drugs(identification)	2
-Search and seizure	4
-Community first-aid	13
-Firearm safety procedures (classroom, armed staff only)	6
-Firearm safety procedures (practical exercise, armed staff only)	8
-Use of force	2
-Preservation of crime scene	2



-Patrol and observation procedures & methods	2
-OSHA Standard 29CFR1910.1030 & Hazards of Occupational Exposure to Blood Borne Pathogens	4
-Hostage Situations	1
-Guard Handgun/Baton Retention(Prevent Disarming)	2
-Personal identification, entry and exit control	2
-Principals of verbal and written communication	2
-Ethics and professionalism	1
-Understanding human behavior	1
-Public and media relations	1

b. Experience:

Each guard utilized under this program must have successfully performed in an armed capacity for at least three years prior to entering this program within the last 10 years. Education may be substituted for experience, if the candidate has a two year degree (AA) in Law Enforcement from a recognized College or have successfully completed P.O.S.T. (Police Officers Standard Training), or graduated from a military police specialty training program, they will be considered for the GSA guard program. In those cases where a guard applicant did not receive a certificate of law enforcement training, or documentation can not be provided, a signed statement from an official/supervisor of that department/agency stating that during the time the applicant was employed as a law enforcement officer, no certificates were awarded will suffice. The statement shall include dates of employment and a copy of the signed statement shall be included with the guard applicant's package.

c. Health and Physical Fitness Requirements.

All prospective GSA contract guard employees must undergo a pre-employment medical examination. Physical examinations shall be administered by a licensed physician. Each applicant must meet the health certification requirements listed in the Standard Form 78 (Exhibit 7). No contract employee shall be allowed to perform services under the GSA guard program until this certificate has been submitted to and approved by the Contract Officers Representative or Federal Protective Service Contract Manager. Failure to meet any one of the required medical qualifications will disqualify any employee for appointment or continuation under the contract. If there is a situation where a guard fails to meet medical standards upon re-examination, the guard shall be relieved of duties until such a time that the problem is corrected or the employee is removed from the guard program. If relieved from the GSA guard program in no way precludes employment under non-GSA protection contracts. Contractor employees found to have a correctable condition may be eligible for appointment when the disqualifying condition is satisfactorily corrected or eliminated. Employees of the Contractor working in the GSA guard program will be required to have a medical examination every three years after their initial examination date to verify that they continue to meet the minimum medical standards. Included with the medical examination will be a Drug Screening Test that tests for the 9 drugs listed:

- (1) Amphetamines
- (2) Barbiturates
- (3) Benzo Diazapines
- (4) Cannabinoids
- (5) Cocaine Metabolites
- (6) Methadone
- (7) Phencyclidine
- (8) Propoxyphene
- (9) Opiates

Screening must be conducted to show at least 80 nanograms of sensitiveness. The Contracting Officer, Federal Protective Service's Contract Manager or The Contracting Officer's Representative reserves the right to conduct random drug screening. Random screening will be conducted by the Contracting Officer, FPSD's Contract Manager or Contracting Officer's Representative drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance of the drawing. Tests will be conducted at a appropriate facility of the Government's choosing and at government expense.

d. Medical Standards:

(1) Vision - Binocular vision is required and must not test less than 20/200 (Snellen). Corrected vision must test 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy operation to correct his or her distant vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or un-corrected, must be sufficient to read Jaeger Type 2 at 14 inches. Ability to distinguish basic peripheral vision.

(2) Hearing - Must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at the 500, 1000, and 2000 **CPA** levels. The use of a hearing aid is not permitted and is considered an automatic disqualification for participation in the GSA guard program when or if one is required.

(3) Speech - Diseases or conditions resulting in indistinct speech patterns are disqualifying.

(4) Extremities & Spine - Deformities or diseases of the extremities and spine that interfere with the full performance of duties are disqualifying

(5) Respiratory System - Any chronic disease or condition affecting the respiratory system that would impair the full performance of duties is disqualifying; function, shortness of breath, or painful respiration.

(6) Cardiovascular System - The following conditions are disqualifying:

(a) Organic heart disease (compensated or not)

(b) Hypertension with repeated readings of 160 or over systolic, and 100 and over diastolic

(c) Symptomatic peripheral vascular disease; and severe varicose veins.

(7) Gastrointestinal System - Disease or condition of the gastrointestinal tract that require rigid diets are disqualifying. Additionally, an ulcer, active within the past year, is also disqualifying.

(8) Genitourinary Disorders - Chronic, symptomatic diseases or conditions of the genitourinary tract are disqualifying.

(a) Nervous System - Must possess emotional and mental stability with no history of a basic personality disorder. A person with a history of epilepsy or convulsive disorder must have been seizure free for the past two (2) years without medication.

(b) Endocrine System - Diabetics controlled by diet or insulin must submit a doctor's fitness for work statement.

(c) Hernias - Inguinal and femoral hernias, with or without the use of a truss, are disqualifying. Other hernias are disqualifying if they interfere with performance of the duties of the position.

(9) Miscellaneous - Though not mentioned specifically above, any other disease or condition that interferes with the full performance of duties of the position is also grounds for medical rejection.

e. Grooming Standards.

(1) All security officers must present a neat and professional image. Hair mass and styles must be secured in a manner that does not interfere with personal safety and not cover the top of collar when standing. Items to hold hair in place or to secure hair up must be concealed as much as possible. Ornaments, such as flowers, combs, etc., will not be worn when on duty.

(2) Jewelry and other ornaments: For reasons of personal safety, officers must not wear earrings, bracelets. Necklaces, when worn, must be concealed beneath the uniform shirt.

f. Physical Standards.

(1) Physical Demands - The work require frequent and prolonged walking, standing, running, sitting, and stooping. Occasionally, the individual may be required to subdue violent or potentially violent people. Physical stamina in all of its forms (mental, climate related, etc.) is a basic requirement of this position. Any individual who cannot meet the physical requirements of this position will not be qualified to work under this contract.

(2) Physical Fitness - The Contractor will assume the responsibility of encouraging their employees under this contract to maintain a fitness program. Physical well- being of the guards will assure the employees ability to tolerate the stress associated with this type of employment and increase physical readiness in cases of emergency.

(3) Weight - A height and weight chart (Exhibit 8) will be applicable to guards proposed and utilized under this contract. The intent of the chart is to allow Contracting Officer, FPSD's Contract Manager or Contracting Officer's Representative make a reasonable determination as to whether an individual is capable of performing the physical duties required under the guard program. A determination will be made by The Contracting Officer, FPSD's Contract Manager or The Contracting Officer's Representative when an applicant or performing guard is over weight according to the chart. Because the height and weight ranges constitute desirable physical characteristics, consideration will be given to the degree by which the individual does not fall above the weight/height/age range. This, combined with other medical/health characteristics, will help determine whether an individual is considered physically capable of performing the duties required.

#### **g. Training.**

(1). General. The Contractor will be provided with one (1) copy of a textbook covering the subjects listed in Section J, Exhibit 5. The Contractor shall be responsible for training each contract employee, including supervisors, on the materials provided by the Government. After the Contractor has provided this training, each employee will be required to pass a written test on the textbook material. All written tests will be designed and administered by the Government. To be eligible to perform under this contract, each contract employee must meet the training requirements as listed in this paragraph.

(2). Responsibilities as Related to Training: The responsibilities of the Government and the Contractor are enumerated below as related to training under this contract::

(a) Government - Designated representatives of the Contracting Officer's Representative shall present a minimum of 8 hours of site-specific training to all new and replacement employees. Classroom for this training will be provided by the Government. Training will be given in the first 30 workdays of the Contractors employees. Additional training may be supplemented by the COR.

(b) Contractor

- (i) Provide instruction for all contract employees on those subjects listed in Section J, Ex. 5.
- (ii) Provide any remuneration due the employees for attendance of the training.
- (iii) Provide the training location classroom for any formal training provided by the Contractor.

(3). Basic Training - The Government will provide one (1) copy of the textbook covering the subjects that will be contained in the written test. The textbook will be provided to the Contractor within one (1) week after award of this contract.

(a) The Contractor shall be responsible for training each contract employee, including supervisors, and for notifying the Contracting Officer's Representative that the contract employee is ready to be tested.

(b) Each contract employee, including supervisors, is required to pass a written test on all subjects listed in Section J, Exhibit 5. The minimum passing score for the written examination is eighty (80). This minimum passing score shall not be waived. The written examination consists of 100 questions. Should an applicant fail the written test on the initial attempt, he will be given two (2) additional opportunities to retake the written examination within a ninety (90) day period. If, on the second attempt the individual again fails, they will not be authorized to retest for one full year from the date of their last examination. Any expenses incurred by the Contractor that may be involved for retesting of contract employees will be at the Contractor's expense.

(c) All written tests and qualification requirements will be designed and administered by the Government. Government personnel will distribute, grade, and collect all tests and answer sheets.

(d) Applicants who fail the written examination. Contract guard applicants who fail to achieve a passing score on the written examination shall not be permitted to work under a GSA contract. Further, applicants who fail the written examination shall not be permitted to be tested for firearms qualification proficiency until such time as they achieve a passing score on the written examination. Applicants who achieve a passing score on the written examination, but who fail the firearms qualification testing, shall be permitted to work only in an unarmed capacity on GSA contracts.

(e) Contract employees who successfully pass the written testing requirements under this contract may transfer to other GSA guard contracts having the same requirements. Written examination qualification under this contract will be valid for a period of five (5) years. Further information on test procedures and firearms qualification requirements may be obtained from the Contracting Officer's Representative.

#### (4). Firearms Training

(a) The contractor shall provide firearms training for all guards working under this contract.

(i) The contractor shall insure all employees are trained in the correct handling and safe use of firearms and ammunition and that each employee has demonstrated efficiency in firearms qualifications.

(ii) The contractor shall submit, the name, qualifications and copies of training certifications of each firearms instructor scheduled to train and qualify employees to the COR for approval prior to training. A copy of each employee's firearms qualification will be provided to the Contracting Officer's Representative upon completion of training. The contractor will record all firearms data on a GSA Form 2790 – Pistol Qualifications Record (see Exhibit 6) or its equivalent.

(b) Qualifications and Certification. Each uniformed employee must qualify before assignment to duty under this contract with either the .38/357 +P+, 9MM and .40 cal. Semi-auto service weapon. Each guard will be tested and required to successfully qualify with their issued weapon every six months using the most recent Federal Law Enforcement Training Center Practical Pistol Course (PPC) with targets, range and Firearms Instructor approved by the COR. The Federal firearms qualification will be in addition to any firearms qualification required by any state for a state weapons license. The testing of applicants shall be made by a qualified firearms instructor at a site provided by the contractor and agreed to by the COR. Failure to maintain current qualifications will result in removal from duty under this contract. The serial number of the weapon qualified with will be printed on the GSA Form 2790 and included on the qualification roster sent to the COR.

(c) Contract employees may transfer these requirements with employment under other security guard contracts within GSA having the same requirements.

(5). Facility Training. The Contractor shall provide follow-up orientation for each employee. This orientation may be accomplished while the guards are on duty. The Contractor shall complete the follow-up orientation for each guard within 45 days following assignment to duty.

(6). Temporary Waivers of Training. The Contracting Officer may waive training requirements in the following circumstances when, in his/her opinion, it is in the best interest of the Government:

(a) When an unusual, immediate shortage of regularly assigned, fully qualified, full-time guards exist because of a need for emergency services.

(b) When the contract is amended to increase, within 14 days of notification, the amount of required man-hours.

(c) When an employee can provide documentation of prior FPS certification.

(7). Replacement Employees - All replacement employees shall meet training requirements under the same conditions specified in this Section.

(8). The Government reserves the right to monitor any and all training sessions conducted by the contractor.

## 11. QUALITY CONTROL PROGRAM

a. This contract requires the contractor to maintain a thorough quality control program with the aim of preventing deficient contract performance.

b. An inspection system shall be developed covering all the services described in the contract.

c. As part of the Quality Control Program, the contractor shall develop a Quality Control Plan (QCP) that describes the contractor's procedures for monitoring performance. At a minimum the Quality Control Plan shall include the following:

-A plan for conducting quality control inspections, including attendance, officer's appearance (including maintenance of equipment and uniforms), knowledge of post orders, attendance checks, classroom training and firearms training checks, certification and company identification cards checks, and the frequencies of these inspections.

-A description of the follow-up procedures to ensure that deficiencies are corrected, and the time frames involved in correcting these deficiencies.

-A procedure is in place to follow-up on tenant complaints to insure that a situation has been documented, the appropriate people are informed, and the situation has been resolved.

d. The contractor shall submit the QCP to the COR within 5 working days after award. The COR will have 10 working days to review and accept the QCP. The COR will notify the contractor of deficiencies in the plan and allow 5 working days for a revision to be submitted.

**12. REMOVAL FROM DUTY.** The Government may request the Contractor to immediately remove any employee(s) from the worksite(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing assigned duties during their tour(s) of duty. The Contractor must comply with these requests. For clarification, a determination of unfit may be made from, but not be limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

(1) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.

(2) Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the worksheets.

(3) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

(4) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of the Government.

(5) Theft, vandalism, immoral conduct, or any other criminal actions.

(6) Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.

(7) Improper use of official authority or credentials.

(8) Unauthorized use of communications equipment or Government property.

(9) Violation of security procedures or regulations.

(10) Misuse of weapon(s).

The Contracting Officer or his designated representative will make all determinations regarding the removal of any employee(s) from worksite(s). In the event of a dispute the Contracting Officer will make the final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

If a contract employee is performing or failing to perform in such a manner that the Government property, security, or personnel may be jeopardized, the Contracting Officer's Representative or the Contracting Officer may remove the contract employee from the worksite and take any other action, to include replacing the employee with a GSA employee, as he/she may deem necessary.

### 13. SPECIAL REQUIREMENTS

**a. Contract Guard Certification.** The contractor will be responsible for furnishing the appropriate Federal Protective Service District Supervisor or designee, two photographs, one inch square, with the employees name and social security number printed on the back of both photographs. The photo will show, as a minimum, the head and shoulders of the employee and will be no more than one year old. The COR will furnish the GSA Form 3527, Contract Guard Qualification Certificate, for all certified employees who will sign the blank form and return it with the two photographs. The COR will type the required information on the GSA Form 3527, place on photograph on it and laminate the completed form. The remaining photo will be placed in the employees file at the District Office. No guard or supervisor will work under this contract without a certification card. The contractor is responsible for his employees having all required certification credentials in their possession at all times while on the protected premises. The contractor must return the GSA certification card to the appropriate district within five (5) days of the guards removal from the contract. Five days prior to the contract termination date, the contractor will return all blank certification cards to the COR.

**b. Identification/Building Pass.** Each contract employee must have in his possession while on the premises a Government identification (GSA Form 15, Night, Weekend, and Holiday Pass, Contract Guard Qualification Certificate, or a similar identification issued by another Government agency). When a controlled personnel identification system is used by a tenant agency at a site to which the contract employee is assigned for duty the tenant agency will provide the Government identification. The Contractor shall ensure that all Government identifications and key cards are returned to the issuing agency when employees are terminated or upon expiration of the contract. The contractor shall notify the Contracting Officer's Representative when employee badges are lost or damaged for replacement purposes. It will be the responsibility of the contractor to pay for replacement badges or key cards.

NOTE: The use of photo-identification badges will be at the option of the Government.

**c. Security Clearance Requirements (Non-classified Contract).** Unless otherwise specified, the contractor will submit to the Contracting Officer's Representative within ten (10) work days before the starting date of the contract, one (1) completed Forms FD-258, "Fingerprinting Charts" and one (1) GSA Form 176, "Statement of Personal History" for the contractor and all employees who have access to the building in performance of the contract work. These forms will be submitted for replacement employees before entrance on duty. Necessary forms will be furnished by the Government. If the Contracting Officer receives an unsuitable report on any employee after processing of these forms, or if the Contracting Officer's Representative finds a prospective employee to be unsuitable or unfit for his assigned duties, the contractor shall be advised immediately that such employee cannot continue to work or to be assigned to work under the contract.

For employees cleared through this process while employed by a contractor who is subsequently replaced by another contractor, in the same building, the new contractor shall only be required to submit another set of these forms if the employee has not been cleared within the last three years, or if required by the Contracting Officer's Representative. All contract employees are required to be cleared every two years.

A 'Top Secret' level of clearance may be required for certain posts of duty under this contract. The contractor shall obtain the necessary clearance required for the guards assigned to these posts. These posts will be identified by the COR after award.

The Government shall have and exercise full and complete control over the granting, denying, withholding or termination of clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government

**d. Standards of Conduct.** The Contractor shall be responsible for employee performance and maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized. Each employee is expected to adhere to standards of behavior that reflect credit on himself/herself, his/her employer, and the Federal Government.

**e. Overtime Requirements.** This contract does not authorize overtime. It is the Contractor's responsibility to be familiar with state, local, and federal regulations governing overtime hours. Any overtime incurred without the Government's prior approval will be at the contractor's expense at no cost to the Government. The State of Alaska Department of Labor requires an employee/employer agreement to work over eight (8) hours a day without overtime compensation. Contractors shall submit approved agreement(s) to the COR ten (10) days after award.

**f. Statement of Wage Rates and Fringe Benefits**

**COMPARABLE RATES:** The Service Contract Act of 1965, as amended, requires the contracting agency to state the comparable rates which employees would be paid if employed by the Government. These rates are for information only, and do not control the rates to be paid under the contract. The following classes of service employees expected to be employed under the contract would, if employed by the General Services Administration, be paid not less than:

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u>	<u>% OF HOURLY AS FRINGE</u>
Guard II, (GS-5/01)	\$10.44	
Retirement		20.4%
Life & Health Insurance		3.7%
Workman's Compensation		1.9%

Sick leave provided by law: 13 days per year

Paid Holidays provided by law: 10

Vacations or paid leave provided by law: (1) two hours of annual leave each week for an employee with less than 3 years of service (2) three hours of annual leave each week for an employee with 3 but less than 15 years of service (3) four hours of annual leave each week for an employee with 15 or more years of service.

**WAGE DETERMINATION:** Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this solicitation **MUST BE PAID** the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determination No. 94-2017 (Rev 17), dated 09/03/98 . This determination was issued under the provisions of the McNamara - O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4.3 of 29 CFR Part 4.

## **LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

EXHIBIT 1 - RESERVED

EXHIBIT 2 - RESERVED

EXHIBIT 3 - RESERVED

EXHIBIT 4 - WAGE DETERMINATION

EXHIBIT 5 - DESCRIPTION OF TRAINING TO BE PROVIDED FOR BY THE CONTRACTOR

EXHIBIT 6 - PISTOL QUALIFICATION RECORD

EXHIBIT 7 - CERTIFICATE OF MEDICAL EXAMINATION, STANDARD FORM 78

EXHIBIT 8 – HEIGHT AND WEIGHT CHART



REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
Washington, D.C. 20210

Wage Determination No.: 94-2017

Revision No.: 17

Division of Wage Determinations

Date of Last Revision: 09/03/1998

State(s): Alaska

Areas: Alaska ALL COUNTIES

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

# OCCUPATION CODE AND TITLE

# MINIMUM HOURLY WAGE

## Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 10.16
01012 Accounting Clerk II	\$ 11.10
01013 Accounting Clerk III	\$ 14.84
01014 Accounting Clerk IV	\$ 16.64
01030 Court Reporter	\$ 16.49
01050 Dispatcher, Motor Vehicle	\$ 16.49
01060 Document Preparation Clerk	\$ 12.93
01070 Messenger (Courier)	\$ 10.19
01090 Duplicating Machine Operator	\$ 12.93
01110 Film/Tape Librarian	\$ 14.75
01115 General Clerk I	\$ 10.19
01116 General Clerk II	\$ 12.30
01117 General Clerk III	\$ 12.93
01118 General Clerk IV	\$ 14.55
01120 Housing Referral Assistant	\$ 17.94
01131 Key Entry Operator I	\$ 8.98
01132 Key Entry Operator II	\$ 13.54
01191 Order Clerk I	\$ 10.16
01192 Order Clerk II	\$ 11.47
01261 Personnel Assistant (Employment) I	\$ 13.13
01262 Personnel Assistant (Employment) II	\$ 14.75
01263 Personnel Assistant (Employment) III	\$ 16.49
01264 Personnel Assistant (Employment) IV	\$ 19.15
01270 Production Control Clerk	\$ 17.94
01290 Rental Clerk	\$ 14.75
01300 Scheduler, Maintenance	\$ 14.75
01311 Secretary I	\$ 15.47
01312 Secretary II	\$ 17.31
01313 Secretary III	\$ 17.94
01314 Secretary IV	\$ 20.17
01315 Secretary V	\$ 21.99
01320 Service Order Dispatcher	\$ 14.75
01341 Stenographer I	\$ 13.13
01342 Stenographer II	\$ 14.75
01400 Supply Technician	\$ 19.23
01420 Survey Worker (Interviewer)	\$ 16.49

01460 Switchboard Operator-Receptionist	\$ 12.12
01510 Test Examiner	\$ 16.49
01520 Test Proctor	\$ 16.49
01531 Travel Clerk I	\$ 10.97
01532 Travel Clerk II	\$ 11.98

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01533 Travel Clerk III	\$ 13.15
01611 Word Processor I	\$ 12.18
01612 Word Processor II	\$ 13.77
01613 Word Processor III	\$ 14.91

Automatic Data Processing Occupations: (s0B

03010 Computer Data Librarian	\$ 13.82
03041 Computer Operator I	\$ 12.78
03042 Computer Operator II	\$ 13.60
03043 Computer Operator III	\$ 19.38
03044 Computer Operator IV	\$ 20.62
03045 Computer Operator V	\$ 22.83
03071 Computer Programmer I 1/	\$ 15.80
03072 Computer Programmer II 1/	\$ 19.54
03073 Computer Programmer III 1/	\$ 21.94
03074 Computer Programmer IV 1/	\$ 25.52
03101 Computer Systems Analyst I 1/	\$ 24.40
03102 Computer Systems Analyst II 1/	\$ 27.00
03103 Computer Systems Analyst III 1/	\$ 27.62
03160 Peripheral Equipment Operator	\$ 13.82

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 21.71
05010 Automotive Glass Installer	\$ 19.82
05040 Automotive Worker	\$ 19.82
05070 Electrician, Automotive	\$ 21.42
05100 Mobile Equipment Servicer	\$ 17.78
05130 Motor Equipment Metal Mechanic	\$ 21.71
05160 Motor Equipment Metal Worker	\$ 19.82
05190 Motor Vehicle Mechanic	\$ 21.71
05220 Motor Vehicle Mechanic Helper	\$ 16.79
05250 Motor Vehicle Upholstery Worker	\$ 19.82
05280 Motor Vehicle Wrecker	\$ 19.82
05310 Painter, Automotive	\$ 20.72
05340 Radiator Repair Specialist	\$ 19.82
05370 Tire Repairer	\$ 17.78
05400 Transmission Repair Specialist	\$ 21.71

Food Preparation and Service Occupations:

07010 Baker	\$ 14.01
07041 Cook I	\$ 12.21
07042 Cook II	\$ 14.01
07070 Dishwasher	\$ 9.47
07100 Food Service Worker (Cafeteria Worker)	\$ 9.47
07130 Meat Cutter	\$ 14.01
07250 Waiter/Waitress	\$ 10.46

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 20.72
09040 Furniture Handler	\$ 15.25
09070 Furniture Refinisher	\$ 20.72
09100 Furniture Refinisher Helper	\$ 16.79
09110 Furniture Repairer, Minor	\$ 18.76
09130 Upholsterer	\$ 20.72

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 9.47
11060 Elevator Operator	\$ 9.47

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11090 Gardener	\$ 12.21
11121 Housekeeping Aide I	\$ 9.47
11122 Housekeeping Aide II	\$ 10.46
11150 Janitor	\$ 9.47
11210 Laborer, Grounds Maintenance	\$ 10.16
11240 Maid or Houseman	\$ 8.62
11270 Pest Controller	\$ 12.93
11300 Refuse Collector	\$ 9.47
11330 Tractor Operator	\$ 11.52
11360 Window Cleaner	\$ 10.46

Health Occupations:

12020 Dental Assistant	\$ 10.09
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 16.37
12071 Licensed Practical Nurse I	\$ 8.03
12072 Licensed Practical Nurse II	\$ 9.02
12073 Licensed Practical Nurse III	\$ 10.09
12100 Medical Assistant	\$ 9.02
12130 Medical Laboratory Technician	\$ 9.02
12160 Medical Record Clerk	\$ 9.02
12190 Medical Record Technician	\$ 12.49
12221 Nursing Assistant I	\$ 6.55
12222 Nursing Assistant II	\$ 7.36
12223 Nursing Assistant III	\$ 8.03
12224 Nursing Assistant IV	\$ 9.02
12250 Pharmacy Technician	\$ 11.24
12280 Phlebotomist	\$ 9.02
12311 Registered Nurse I	\$ 12.49
12312 Registered Nurse II	\$ 15.28
12313 Registered Nurse II, Specialist	\$ 15.28
12314 Registered Nurse III	\$ 18.49
12315 Registered Nurse III, Anesthetist	\$ 18.49
12316 Registered Nurse IV	\$ 22.16

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 19.23
13011 Exhibits Specialist I	\$ 20.38
13012 Exhibits Specialist II	\$ 21.25
13013 Exhibits Specialist III	\$ 25.96
13041 Illustrator I	\$ 20.38
13042 Illustrator II	\$ 21.25
13043 Illustrator III	\$ 25.96
13047 Librarian	\$ 20.97
13050 Library Technician	\$ 16.49

13071 Photographer I	\$ 16.22
13072 Photographer II	\$ 20.38
13073 Photographer III	\$ 21.25
13074 Photographer IV	\$ 25.96
13075 Photographer V	\$ 27.30

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 8.28
15030 Counter Attendant	\$ 8.28
15040 Dry Cleaner	\$ 10.76
15070 Finisher, Flatwork, Machine	\$ 8.28
15090 Presser, Hand	\$ 8.28
15100 Presser, Machine, Drycleaning	\$ 8.28
15130 Presser, Machine, Shirts	\$ 8.28
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 8.28
15190 Sewing Machine Operator	\$ 11.58

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15220 Tailor	\$ 12.41
15250 Washer, Machine	\$ 9.11

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 20.72
19040 Tool and Die Maker	\$ 24.66

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 18.46
21020 Material Coordinator	\$ 19.22
21030 Material Expediter	\$ 19.22
21040 Material Handling Laborer	\$ 13.69
21050 Order Filler	\$ 13.35
21071 Forklift Operator	\$ 17.20
21080 Production Line Worker (Food Processing)	\$ 17.07
21100 Shipping/Receiving Clerk	\$ 16.62
21130 Shipping Packer	\$ 15.36
21140 Store Worker I	\$ 13.20
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 16.30
21210 Tools and Parts Attendant	\$ 17.07
21400 Warehouse Specialist	\$ 17.07

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 21.71
23040 Aircraft Mechanic Helper	\$ 16.79
23050 Aircraft Quality Control Inspector	\$ 22.69
23060 Aircraft Servicer	\$ 18.76
23070 Aircraft Worker	\$ 19.74
23100 Appliance Mechanic	\$ 20.72
23120 Bicycle Repairer	\$ 17.78
23125 Cable Splicer	\$ 21.71
23130 Carpenter, Maintenance	\$ 20.72
23140 Carper Layer	\$ 19.74
23160 Electrician, Maintenance	\$ 22.00
23181 Electronics Technician, Maintenance I	\$ 19.49
23182 Electronics Technician, Maintenance II	\$ 27.76
23183 Electronics Technician, Maintenance III	\$ 30.10

23260	Fabric Worker	\$ 18.76
23290	Fire Alarm System Mechanic	\$ 21.71
23310	Fire Extinguisher Repairer	\$ 18.51
23340	Fuel Distribution System Mechanic	\$ 21.71
23370	General Maintenance Worker	\$ 19.74
23400	Heating, Refrigeration and Air-Conditioning Mechanic	\$ 21.71
23430	Heavy Equipment Mechanic	\$ 21.71
23440	Heavy Equipment Operator	\$ 21.71
23460	Instrument Mechanic	\$ 21.71
23470	Laborer	\$ 10.63
23500	Locksmith	\$ 20.72
23530	Machinery Maintenance Mechanic	\$ 21.71
23550	Machinist, Maintenance	\$ 21.71
23580	Maintenance Trades Helper	\$ 16.79
23640	Millwright	\$ 21.71
23700	Office Appliance Repairer	\$ 20.72
23740	Painter, Aircraft	\$ 20.72
23760	Painter, Maintenance	\$ 20.72
23790	Pipefitter, Maintenance	\$ 21.71
23800	Plumber, Maintenance	\$ 20.72
23820	Pneudraulic Systems Mechanic	\$ 21.71
23850	Rigger	\$ 21.71
23870	Scale Mechanic	\$ 19.74

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23890	Sheet-Metal Worker, Maintenance	\$ 21.71
23910	Small Engine Mechanic	\$ 19.74
23930	Telecommunications Mechanic I	\$ 21.71
23931	Telecommunications Mechanic II	\$ 22.69
23950	Telephone Lineman	\$ 21.71
23960	Welder, Combination, Maintenance	\$ 21.71
23965	Well Driller	\$ 21.71
23970	Woodcraft Worker	\$ 21.71
23980	Woodworker	\$ 19.28

Personal Needs Occupations:

24570	Child Care Attendant	\$ 12.05
24580	Child Care Center Clerk	\$ 15.01
24600	Chore Aide	\$ 8.62
24630	Homemaker	\$ 16.68

Plant and System Operation Occupations:

25010	Boiler Tender	\$ 21.71
25040	Sewage Plant Operator	\$ 20.72
25070	Stationary Engineer	\$ 21.71
25190	Ventilation Equipment Tender	\$ 16.79
25210	Water Treatment Plant Operator	\$ 20.72

Protective Service Occupations:

27004	Alarm Monitor	\$ 11.09
27006	Corrections Officer	\$ 23.90
27010	Court Security Officer	\$ 23.08
27040	Detention Officer	\$ 23.90
27070	Firefighter	\$ 17.16
27101	Guard I	\$ 9.04
27102	Guard II	\$ 11.09

27130 Police Officer	\$ 28.18
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Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 20.14
28020 Hatch Tender	\$ 20.14
28030 Line Handler	\$ 20.14
28040 Stevedore I	\$ 19.12
28050 Stevedore II	\$ 21.17

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 24.04
29011 Air Traffic Control Specialist, Station 2/	\$ 16.58
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.26
29023 Archeological Technician I	\$ 15.30
29024 Archeological Technician II	\$ 17.21
29025 Archeological Technician III	\$ 21.25
29030 Cartographic Technician	\$ 21.25
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 24.40
29040 Civil Engineering Technician	\$ 21.25
29061 Drafter I	\$ 14.89
29062 Drafter II	\$ 18.45
29063 Drafter III	\$ 22.92
29064 Drafter IV	\$ 24.15
29081 Engineering Technician I	\$ 14.89
29082 Engineering Technician II	\$ 18.45
29083 Engineering Technician III	\$ 20.38
29084 Engineering Technician IV	\$ 21.25

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29085 Engineering Technician V	\$ 22.70
29086 Engineering Technician VI	\$ 27.30
29090 Environmental Technician	\$ 17.93
29100 Flight Simulator/Instructor (Pilot)	\$ 27.00
29150 Graphic Artist	\$ 24.40
29160 Instructor	\$ 21.83
29210 Laboratory Technician	\$ 16.79
29240 Mathematical Technician	\$ 21.25
29361 Paralegal/Legal Assistant I	\$ 15.74
29362 Paralegal/Legal Assistant II	\$ 18.57
29363 Paralegal/Legal Assistant III	\$ 22.71
29364 Paralegal/Legal Assistant IV	\$ 27.84
29390 Photooptics Technician	\$ 21.25
29480 Technical Writer	\$ 22.79
29491 Unexploded Ordnance Technician I	\$ 15.28
29492 Unexploded Ordnance Technician II	\$ 18.49
29493 Unexploded Ordnance Technician III	\$ 22.16
29494 Unexploded Safety Escort	\$ 15.28
29495 Unexploded Sweep Personnel	\$ 15.28
29620 Weather Observer, Senior 3/	\$ 20.41
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.58
29622 Weather Observer, Upper Air 3/	\$ 14.58

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 17.74
31260 Parking and Lot Attendant	\$ 12.74
31290 Shuttle Bus Driver	\$ 16.37

31300 Taxi Driver	\$ 15.21
31361 Truckdriver, Light Truck	\$ 16.37
31362 Truckdriver, Medium Truck	\$ 17.74
31363 Truckdriver, Heavy Truck	\$ 18.72
31364 Truckdriver, Tractor-Trailer	\$ 19.72

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 10.84
99030 Cashier	\$ 9.83
99041 Carnival Equipment Operator	\$ 11.52
99042 Carnival Equipment Repairer	\$ 12.21
99043 Carnival Worker	\$ 9.47
99050 Desk Clerk	\$ 13.61
99095 Embalmer	\$ 18.08
99300 Lifeguard	\$ 10.73
99310 Mortician	\$ 18.08
99350 Park Attendant (Aide)	\$ 13.47
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 10.73
99500 Recreation Specialist	\$ 16.69
99510 Recycling Worker	\$ 13.47
99610 Sales Clerk	\$ 10.73
99620 School Crossing Guard (Crosswalk Attendant)	\$ 9.47
99630 Sports Official	\$ 10.73
99690 Swimming Pool Operator	\$ 14.01
99720 Vending Machine Attendant	\$ 11.97
99730 Vending Machine Repairer	\$ 14.01
99740 Vending Machine Repairer Helper	\$ 11.97

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\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\*

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HEALTH & WELFARE: \$1.39 per hour or \$55.60 per week or \$240.93 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the

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responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.



**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Titles and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including

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information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division,

Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**EXHIBIT 5 - TRAINING PROVIDED FOR BY THE CONTRACTOR ( USE THE CONTRACT GUARD INFORMATION MANUAL)**

1. The Contract Guard and the FPS
2. Conduct on Duty
3. Recordkeeping and Reporting
4. Dealing With People
5. Using Firearms and Other Equipment
6. Fixed Posts and Patrols
7. Enforcing Rules and Controlling Access
8. Monitoring Protection Systems
9. Preventing and Controlling Fires
10. Understanding the Law
11. Enforcing the Law
12. Handling Special Situations and Emergencies
13. First Aid and Adult CPR
14. Flying the Flag

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**PISTOL QUALIFICATION RECORD**

NAME ( <i>Last, first, middle initial</i> )		REGION	ZONE
NOTE: DO NOT SOLICIT SSN FROM EMPLOYEE. OBTAIN FROM EXISTING FILES.		SOCIAL SECURITY NO.	SCORE
COMMENTS			

QUALIFIED ( <i>Minimum qualifying score 210 out of 300</i> ) <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE
RANGE OFFICER ( <i>Print name and sign</i> )	DATE

GENERAL SERVICES ADMINISTRATION

GSA FORM 2790 (REV. 1-83)

TO BE GIVEN TO PERSON  
EXAMINED WITH A PRE-  
ADDRESSED "CONFIDENTIAL-MEDICAL" ENVELOPE.

# UNITED STATES CIVIL SERVICE COMMISSION CERTIFICATE OF MEDICAL EXAMINATION

Form Approved  
Budget Bureau  
No. 50-R0073

## Part A. TO BE COMPLETED BY APPLICANT OR EMPLOYEE (type or print in ink)

1. NAME (last, first, middle)	2. SOCIAL SECURITY ACCOUNT NO.	3. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	4. DATE OF BIRTH
5. DO YOU HAVE ANY MEDICAL DISORDER OR PHYSICAL IMPAIRMENT WHICH WOULD INTERFERE IN ANY WAY WITH THE FULL PERFORMANCE OF THE DUTIES SHOWN BELOW? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>(If your answer is "YES" explain fully to the physician performing the examination)</i>		6. I CERTIFY THAT ALL THE INFORMATION GIVEN BY ME IN CONNECTION WITH THIS EXAMINATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF  <i>(signature of applicant)</i>	

## Part B. TO BE COMPLETED BEFORE EXAMINATION BY APPOINTING OFFICER

1. PURPOSE OF EXAMINATION <input type="checkbox"/> REAPPOINTMENT <input type="checkbox"/> OTHER (specify)	2. POSITION TITLE																																																																								
3. BRIEF DESCRIPTION OF WHAT POSITION REQUIRES EMPLOYEE TO DO																																																																									
4. Circle the number preceding each functional requirement and each environmental factor essential to the duties of this position. List any additional essential factors in the blank spaces. Also, if the position involves law enforcement, air traffic control, or fire fighting, attach the specific medical standards for the information of the examining physician.																																																																									
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12. Both hands required																																																																									
13. Walking (    hours)																																																																									
14. Standing (    hours)																																																																									
1. Outside	11. Silica, asbestos, etc.	20. Working on ladders or scaffolding																																																																							
2. Outside and inside	12. Fumes, smoke, or gases	21. Working below ground																																																																							
3. Excessive heat	13. Solvents (degreasing agents)	22. Unusual fatigue factors (specify)																																																																							
4. Excessive cold	14. Grease and oils	23. Working with hands in water																																																																							
5. Excessive humidity	15. Radiant energy	24. Explosives																																																																							
6. Excessive dampness or chilling	16. Electrical energy	25. Vibration																																																																							
7. Dry atmospheric conditions	17. Slippery or uneven walking surfaces	26. Working closely with others																																																																							
8. Excessive noise, intermittent	18. Working around machinery with moving parts	27. Working alone																																																																							
9. Constant noise	19. Working around moving objects or vehicles	28. Protracted or irregular hours of work																																																																							
10. Dust		29. Other (specify)																																																																							
<h2>Part C. TO BE COMPLETED BY EXAMINING PHYSICIAN</h2> <table border="1"> <tr> <td>1. EXAMINING PHYSICIAN'S NAME (type or print)</td> <td>3. SIGNATURE OF EXAMINING PHYSICIAN</td> </tr> <tr> <td>2. ADDRESS (including ZIP Code)</td> <td> <i>(signature)</i> <i>(date)</i>  <b>IMPORTANT: After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope which the person you examined gave you.</b> </td> </tr> </table>		1. EXAMINING PHYSICIAN'S NAME (type or print)	3. SIGNATURE OF EXAMINING PHYSICIAN	2. ADDRESS (including ZIP Code)	<i>(signature)</i> <i>(date)</i> <b>IMPORTANT: After signing, return the entire form intact in the pre-addressed "Confidential-Medical" envelope which the person you examined gave you.</b>																																																																				
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## EXHIBIT 7 (CONT'D)

NOTE TO EXAMINING PHYSICIAN: The person you are about to examine will have to cope with the functional requirements and environmental factors circled on the other side of this form. Please take them, and the brief description of job duties above them, into consideration as you make your examination and report your findings and conclusions.

1. HEIGHT: \_\_\_\_\_ FEET, \_\_\_\_\_ INCHES.

WEIGHT: \_\_\_\_\_ POUNDS.

## 2. EYES:

(A) Distant vision (Snellen): without glasses: right  $\frac{20}{20}$  left  $\frac{20}{20}$ ; with glasses, if worn: right  $\frac{20}{20}$  left  $\frac{20}{20}$

(B) What is the longest and shortest distance at which the following specimen of Jaeger No. 2 type can be read by the applicant? Test each eye separately.

Jaeger No. 2 Type

employees in the Federal classified service as may be prescribed by the Civil Service Commission or its authorized representative. This order will supplement the Executive Order of May 29 and June 13, 1923 (Executive Order, September 4, 1924).

without glasses:

with glasses, if used:

R. \_\_\_\_\_ in. to \_\_\_\_\_ in.

R. \_\_\_\_\_ in. to \_\_\_\_\_ in.

L. \_\_\_\_\_ in. to \_\_\_\_\_ in.

L. \_\_\_\_\_ in. to \_\_\_\_\_ in.

(C) Color vision: Is color vision normal when Ishihara or other color plate test is used? ☐ YES ☐ NO

If not, can applicant pass lantern, yarn, or other comparable test? ☐ YES ☐ NO

3. EARS: (Consider denominators indicated here as normal. Record as numerators the greatest distance heard.)

Ordinary conversation:

Audiometer (if given):

RIGHT EAR \_\_\_\_\_ LEFT EAR \_\_\_\_\_

20 ft. 20 ft.

250	500	1000	2000	3000	4000	5000	6000	7000	8000

4. OTHER FINDINGS: In items a through i briefly describe any abnormality (including diseases, scars, and disfigurements). Include brief history, if pertinent. If normal, so indicate.

a. Eyes, ears, nose, and throat (including tooth and oral hygiene)

c. Abdomen

b. Head and back (including face, hair, and scalp)

f. Peripheral blood vessels

c. Speech (note any malfunction)

g. Extremities

d. Skin and lymph nodes (including thyroid gland)

h. Urinalysis (if indicated)

Sp. gr. \_\_\_\_\_ Sugar \_\_\_\_\_ Blood \_\_\_\_\_  
Albumen \_\_\_\_\_ Casts \_\_\_\_\_ Pus \_\_\_\_\_

i. Respiratory tract (X-ray if indicated)

j. Heart (size, rate, rhythm, function)

Blood pressure \_\_\_\_\_

Pulse \_\_\_\_\_

EKG (if indicated)

k. Back (special consideration for positions involving heavy lifting and other strenuous duties)

l. Neurological and mental health

CONCLUSIONS: Summarize below any medical findings which, in your opinion, would limit this person's performance of the job duties and/or would make him a hazard to himself or others. If none, so indicate.

- ☐ No finding conditions for this job  
☐ Limiting conditions as follows:

UNITED STATES DEPARTMENT OF HEALTH, EDUCATION AND WELFARE  
BUREAU OF OCCUPATIONAL PHYSICIAN EXAMINATIONS

## EXHIBIT 8

## FEDERAL PROTECTIVE SERVICE

United States Marshal Service

Official Weight Chart

## MEN

Maximum Weights

Height (in.)	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76
Age																	
20	147	150	153	156	159	162	165	168	170	174	178	182	187	192	197	202	212
21	147	150	153	156	159	162	165	168	170	174	178	182	187	192	197	202	212
22	148	151	154	157	160	163	166	169	171	175	179	183	188	193	198	203	213
23	149	152	155	158	161	164	167	170	172	176	180	184	189	194	200	205	215
24	151	154	157	160	163	166	169	172	173	177	181	185	190	196	202	207	217
25	152	155	158	161	164	167	170	173	174	178	182	187	192	198	204	207	219
26	152	156	159	162	165	168	171	174	175	179	183	188	193	199	205	211	221
27	154	157	160	163	166	169	172	175	175	179	183	188	193	199	205	211	221
28	154	157	160	163	166	169	172	175	176	180	184	189	195	201	207	213	223
29	155	158	161	164	167	170	173	176	177	181	185	190	196	202	208	214	224
30	155	158	161	164	167	170	173	176	177	181	186	191	197	203	209	215	226
31	155	158	161	164	167	170	173	176	178	182	187	192	198	204	210	216	227
32	156	159	162	165	168	171	174	177	179	183	188	193	199	205	211	217	227
33	156	159	162	165	168	171	174	177	179	184	189	194	200	206	212	218	229
34	156	159	162	165	168	171	174	177	180	185	190	195	201	207	213	219	231
35	157	160	163	166	169	172	175	178	180	185	190	195	201	207	214	220	232
36	157	160	163	166	169	172	175	178	181	186	191	196	202	208	215	221	233
37	157	160	163	166	169	172	175	178	182	187	192	197	203	209	216	222	234
38	158	161	164	167	170	173	176	179	182	187	192	198	204	210	217	223	235
39	158	161	164	167	170	173	176	179	182	187	192	198	204	210	217	224	236
40	158	161	164	167	170	173	176	179	183	188	193	199	205	211	218	225	237
41	159	162	165	168	171	174	177	180	183	188	193	199	205	211	218	225	238
42	159	162	165	168	171	174	177	180	184	189	194	200	206	212	219	226	239
43	160	163	166	169	172	175	178	181	184	189	194	200	206	212	219	226	239
44	160	163	166	169	172	175	178	181	185	190	195	201	207	213	220	227	240
45	160	163	166	169	172	175	178	181	185	190	195	201	207	213	220	227	240
46	161	164	167	170	173	176	179	182	186	191	196	202	208	214	221	228	241
47	161	164	167	170	173	176	179	182	186	191	196	202	208	215	222	229	242
48	161	164	167	170	173	176	179	182	186	191	196	202	208	215	222	229	242
49	161	164	167	170	173	176	179	182	186	191	196	202	208	215	222	229	242
50	161	164	167	170	173	176	179	182	186	191	196	202	208	215	222	229	242
51	162	165	168	171	174	177	180	183	187	192	197	203	209	216	223	230	243
52	162	165	168	171	174	177	180	183	187	192	197	203	209	216	223	230	243
53	162	165	168	171	174	177	180	183	187	192	197	203	209	216	223	230	243
54	163	166	169	172	175	178	181	184	188	193	198	203	209	216	223	230	243
55 & over	163	166	169	172	175	178	181	184	188	193	198	203	209	216	223	230	243

Note: Round heights measuring .5 inch or more to the next higher inch.  
Round weights of .5 pound or more to the next highest pound.



## EXHIBIT B (CONT'D)

FEDERAL PROTECTIVE SERVICE  
United States Marshal Service  
Official Weight Chart

## WOMEN

## Maximum Weights

Height (in.)	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66
Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66
20	115	121	124	127	130	133	137	140	143	147	150	153	155	158	161	164	166
21	118	122	125	128	131	134	138	141	144	148	151	154	158	159	162	165	169
22	120	123	125	129	132	134	138	142	145	149	152	155	157	160	163	166	170
23	121	124	127	130	133	135	140	143	146	150	153	156	158	161	164	167	171
24	122	125	128	131	134	136	141	144	147	151	154	157	159	162	165	168	172
25	123	126	129	132	135	137	142	145	148	152	155	158	160	163	166	169	173
26	125	128	131	134	137	139	144	147	150	154	157	160	162	165	168	171	175
27	127	130	133	136	138	141	146	149	152	155	159	162	164	167	170	173	177
28	128	131	134	137	140	142	147	150	153	157	160	163	165	168	171	174	178
29	129	132	135	138	141	143	148	151	154	158	161	164	166	169	172	175	179
30	129	132	135	138	141	143	148	151	154	158	161	164	166	169	172	175	179
31	130	133	135	139	142	144	149	152	155	159	162	165	167	170	173	176	180
32	131	134	137	140	143	145	150	153	156	160	163	166	168	171	174	177	181
33	132	135	138	141	144	146	151	154	157	161	164	167	169	172	175	178	182
34	133	136	139	142	145	147	152	155	158	162	165	168	170	173	176	179	183
35	134	137	140	143	146	148	153	156	159	163	166	169	171	174	177	180	184
36	135	138	141	144	147	149	154	157	160	164	167	170	172	175	178	181	185
37	136	139	142	145	148	150	155	158	161	165	168	171	173	176	179	182	186
38	137	140	143	146	149	151	156	159	162	166	169	172	174	177	180	183	187
39	138	141	144	147	150	152	157	160	163	167	170	173	175	178	181	184	188
40	138	141	144	147	150	152	157	160	163	167	170	173	175	178	181	184	188
41	139	142	145	148	151	153	158	161	164	168	171	174	176	179	182	185	189
42	140	143	146	149	152	154	159	162	165	169	172	175	177	180	183	186	190
43	141	144	147	150	153	155	160	163	166	170	173	176	178	181	184	187	191
44	142	145	148	151	154	156	161	164	167	171	174	177	179	182	185	188	192
45	143	146	149	152	155	157	162	165	168	172	175	178	180	183	186	189	193
46	143	146	150	153	156	158	163	166	169	173	176	179	181	184	187	190	194
47	143	146	150	153	156	158	163	166	169	173	176	179	181	184	187	190	194
48	143	146	150	153	156	158	163	166	169	173	176	179	181	184	187	190	194
49	143	146	150	153	156	158	163	166	169	173	176	179	181	184	187	190	194
50	143	146	150	153	156	158	163	166	169	173	176	179	181	184	187	190	194
51	144	147	151	154	157	159	164	167	170	174	177	180	182	185	188	191	195
52	144	147	151	154	157	159	164	167	170	174	177	180	182	185	188	191	195
53	144	147	151	154	157	159	164	167	170	174	177	180	182	185	188	191	195
54	145	148	152	155	158	160	165	168	171	175	178	181	183	186	189	192	196
55 & over	145	148	152	155	158	160	165	168	171	175	178	181	183	186	189	192	196

Note: Round heights measuring 5 inch or more to the next higher inch.  
Round weights of 5 pounds or more to the next highest pound.



## 52.212-1 Instructions to Offerors--Commercial Items (Aug 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary; **SEE ADDENDUM TO 52.212-1 BELOW.**
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. Not applicable.

- (i) Availability of requirements documents cited in the solicitation.
  - (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

#### **PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION**

(a) The following definitions apply in this provision:

(1) "Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

(2) "Deciding official" means the person chosen by the protester to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official for GSA.

(b) A protest filed directly with the General Services Administration (GSA) must:

(1) Indicate that it is a protest to the agency.

(2) Be filed in writing with the Contracting Officer.

(3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2).

(i) Name, address, fax number, and telephone number of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest. . The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(d) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(f) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(g) The protester has only one opportunity to support or explain the substance of its protest: either orally, in writing, or orally confirmed in writing. GSA procedures do not provide for any discovery. The deciding official may request additional information from either the protester or the agency. Any written response by the agency to the protest must be filed five (5) days after the filing of the protest. Any additional information that either party wants to submit in writing after the one-time oral arguments in support of the agency protest, must be received within two (2) days after the date of the oral arguments. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(h) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(i) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(j) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is orally communicated to protestor, it will be confirmed in writing within three (3) days after the decision.

(k) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

## **ADDENDUM TO 52.212-1 INSTRUCTIONS SUBMISSION OF TECHNICAL AND PAST PERFORMANCE DATA**

### **TECHNICAL PROPOSAL**

In order to receive maximum consideration in the technical evaluation process, offeror's technical proposals must, **at a minimum** address all of the areas outlined in the technical evaluation factors listed below. Expensive, elaborate submittals are not required or encouraged.

Technical Evaluation Factors:

#### **A. Experience**

Experience considers the extent of the offeror's past performance in performing a contract for services similar to those described in the solicitation. Offerors which do not, as a minimum, demonstrate experience performing similar services, within the past five years (with a minimum of 3 years of consecutive performance completed), will be determined to have an unsatisfactory level of experience and will be excluded from further consideration. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts of all key personnel who will be employed under this contract.

#### **B. Management**

The quality, feasibility, and extent of the offeror's ability and capabilities to manage a contract resulting hereunder shall be evaluated based on the content of its response to the information requested in the addendum to 52.212-1, pertaining to the offeror's Management Plan. Specifically:

- resumes of personnel designated to oversee day-to-day operations
- staffing and scheduling plan
- understanding all applicable State labor and licensing requirements
- understanding all training requirements
- understanding of the quality control required

#### **1) Management Plan**

Please limit the management plan to no more than 10 pages including any charts, resumes, lists and brochures.

a) Provide a list of roles and responsibilities of your personnel who will be designated to oversee day-to-day operations, along with their level of authority. Describe the kind of home office support they will need and how the home office intends to meet those needs.

b) Provide a plan for staffing and scheduling personnel to ensure adequate man-power will be provided, posts will be manned, the reserve force will be maintained, personnel will be able to respond to emergencies, and how offeror will cover vacation and sick leave of assigned personnel.

c) Provide a summary of the Quality Control Plan to be used in performing this contract. Plan should include strategies to ensure that positive customer/tenant relations are maintained.

d) A plan for recruiting and staffing which identifies the recruitment and employment methods, to include the employment criteria, prescreening and background checks that the company performs prior to acceptance.

e) A training plan for all employees that demonstrates how the training requirements will be met.

f) A plan to show that the offeror understands all applicable licensing requirements by State and Federal Authorities, as well as municipal permits needed by the offeror and their employees in order to perform the services described in the solicitation.

## PAST PERFORMANCE

The Government will evaluate the relative merits of each offeror's past performance and considers the offeror's past performance record on contracts that have been and/or are currently being performed. The evaluation will be a assessment on how well each offeror has satisfied its customers in the past. The Government reserves the right to consider all aspects of an offeror's performance history, but will attribute more significance to work that was similar in nature, magnitude, and complexity to the work that will be required by the contract described in this RFP. If an offeror has no relevant performance history, the Government will give it neither a favorable nor an unfavorable evaluation.

The Government may base its evaluation of past performance on information it receives from offerors and information that it obtains through its own investigation. The Government may contact an offeror's former customers and business associates; Federal, State and Local Government agencies; electronic databases; and other sources of information. The Government will determine the offeror's reputation for complying with the terms of its contracts, including quality, delivery price and other terms; its reputation for 1) effective employee management and relations; 2) effective contract administration; 3) for honesty; and 4) for reasonable and cooperative behavior.

1) Provide references for contracts over the last 5 years, of the same or similar type services and similar size buildings identified in this solicitation. References must include the following

- (I) Name of firm for which the work was performed
- (II) Name and address of building where work was performed
- (III) Contact person (name and phone number) who was employed by either the building owner or property management company
- (IV) Size of the building (and type, e.g. Federal Building, Financial Institution, etc) in terms of gross sq. feet and approximate number of occupants
- (V) Whether more than one building was serviced under one contract.
- (VI) A list of major duties or type of security you provided in each building.

2) Additional references shall be provided for subcontractors who are anticipated to perform work under this contract.

3) Personnel references may be included to supplement the offeror's experience record, although individual experience will be assigned less weight than the experience of the firm (s).

4) The offeror may provide information on problems encountered on the contract and subcontracts identified in the paragraph above and corrective actions taken to resolve those problems.

5) Please identify any of your firm's contracts, which have been terminated for default or cause in the last three years. You may state any circumstances relating to the termination, which assist in explaining the situation.

6) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Awards must include identification of which part of the company, or subcontractors, were issued such awards or commendations.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### **52.212-2 Evaluation--Commercial Items (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Factors:

Experience

Management Plan

Past Performance

Price

Technical and past performance, when combined, are approximately equal to price. The Government reserves the right to reject offers for being unrealistically low in price.

NOTE: After receipt of the offers, the Government will initially perform a price analysis and rank proposals by price. The Government will then begin evaluation of its Technical proposal and Past Performance, beginning with the lowest priced offeror. If an offeror possesses significantly higher ratings for Technical and Past Performance, and has offered a low, fair and reasonable price, the government may elect to refrain from evaluating other offers, which have significantly higher pricing. Although it could be found that those other offerors possess higher Technical and Past Performance ratings, the Government may determine without further evaluation, that their higher priced proposals do not justify the additional expenditure. The Government may then make award without discussions.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

## **PART IV - REPRESENTATIONS & CERTIFICATIONS**

### 52.212-3 Offeror Representations and Certifications--Commercial Items (May 1999)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;



☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51 – 100	___ \$1,000,001 - \$2 million
___ 101 – 250	___ \$2,000,001 - \$3.5 million
___ 251 – 500	___ \$3,500,001 - \$5 million
___ 501 – 750	___ \$5,000,001 - \$10 million
___ 750 – 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) *General.* The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(d) *Representations required to implement provisions of Executive Order 11246—*

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate.* (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item Number	Country of Origin

*(List as necessary)*

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_

*(Insert line item numbers)*

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_

*(Insert line item numbers)*

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.* (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item Number	Country of Origin


(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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[Insert line item numbers]

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**Alternate II (Oct 1998). Provision applicable to small disadvantaged business procurements.**

(iii) *Address.* The offeror represents that its address ☐ is, ☐ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the

completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**Alternate III (Jan 1999) Provision applicable to HUBZone procurements.**

(9) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offer shall enter the name or names of HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐, has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

**552.237-72 CERTIFICATION REGARDING QUASI-MILITARY ARMED FORCES (APR 1984)**

(a) By signing this offer, the offeror certifies that the individual, firm, or corporation submitting this offer is not a "Quasi-Military Armed Force" within the meaning of the decision of the court in *United States ex. rel. Weinberger v. Equifax*, 557 F. 2nd 456 (5th Cir., 1977).

(b) The offeror further certifies that it will not, during the term of this contract, offer "quasi-Military Armed Forces" for hire.

**(End of Certification)**